North Central Regional Transit District

Request for Proposal

For

Transit Advertising Services

North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

SECTION 1 – OVERVIEW OF RFP

The North Central Regional Transit District (NCRTD) is seeking proposals from qualified proposers with demonstrated success in Bus Transit Advertising Services for the purpose of procuring professional services for the following:

> Advertising sales, design, production, installation, maintenance and removal for NCRTD transit buses interior and exterior; bus shelters in the District's service area; and limited advertising on the exterior of buses in the form of a wrap.

The contract is for an initial term of one year with the ability to renew annually for an additional three years. Contingent upon the District's satisfaction with the performance of the contractor and acceptance of the project deliverables under a contract negotiated for services described in this RFP, NCRTD may consider extending or renewing the contract. Extensions or renewals may not exceed four years in total.

1.1 PROCURING AGENCY AND PURCHASING AGENT

All communication concerning any aspect of this solicitation of offers shall be in writing and shall be with the Purchasing agent.

Procuring Agency: North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532
Phone: 1-505-629-4725

Purchasing Agent: Glenda Aragon
Finance Manager
Phone: 505-629-4701
glendaa@ncrtd.org

1.2 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

EVENT	DATE AND TIME
Request for Proposal Issued	Friday, December 14, 2012
Questions and Requests for Clarifications due to NCRTD	Friday, January 4, 2013
NCRTD Responds to Questions and Clarifications	Friday, January 11, 2013
Proposal Due Date	**Proposals are due no later than 4:30 p.m. Friday, February 1, 2013**
Evaluation of Proposals Received	February 4-8, 2013
Proposer Presentations/Interviews	February 11-15, 2013
Anticipated Award	February 22, 2013

1.3 PROPOSALS

In order to be considered for award, **proposals must be received by 4:30 p.m. MST, Friday, February 1, 2013**. Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the NCRTD lobby located at 1327 North Riverside Drive, Espanola, New Mexico 87532 will be the governing time for acceptability of proposals. This RFP does not commit NCRTD to award a contract. NCRTD will not pay Proposers for any costs associated with preparing responses to this RFP. NCRTD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified Proposers, to award a contract without discussions/interviews or to cancel in part or in its entirety this RFP if it is in the best interests of NCRTD to do so.

1.4 DISTRIBUTION OF SOLICITION DOCUMENTS

NCRTD is distributing this RFP and all relevant documents through its web site at www.ncrtd.org , as well as a direct mail list, NMDOT vendor list and national transit organizations classified advertisements.

Proposers are responsible for checking the web site for addenda and updates to the RFP. Beyond initial email to inform prospective Proposers about the RFP, NCRTD will not send communication directly to Proposers.

SECTION 2 – INTRODUCTION

The North Central Regional Transit District provides free bus service connecting communities and pueblos throughout a more than 10,000 square mile area of north central New Mexico including the counties of Santa Fe, Taos, Los Alamos and Rio Arriba. The company's signature RTD Blue Buses provide additional connections to New Mexico Rail Runner, Santa Fe Trails, New Mexico Park and Ride, Los Alamos Atomic City Transit, Taos Chile Line and Red River Miner's Transit. All of its buses are equipped with bike racks and are ADA accessible.

The mission of the NCRTD is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of its citizens by providing mobility options and to spur economic development throughout the region.

The NCRTD provides service on 20 fixed routes and two demand response (paratransit) routes running from approximately 6:00 AM to 6:00 PM, Monday through Friday.

The RTD fleet consists of 35 vehicles which range in size from 6-passenger to 40-passenger capacity. Last year RTD vehicles logged over 1 million miles on the road in total.

SECTION 3 – SCOPE OF WORK

The intent of this solicitation is to maximize the revenue received from advertising to enhance future marketing efforts. Revenue-producing advertising space associated with the NCRTD facilities and equipment is an excellent source for additional revenue to help offset the costs of marketing and advertising and our ability to promote RTD services to the public.

The selected contractor shall be expected to provide all of the services outlined in Appendix 1 Detailed Scope of Services and Advertising Guidelines.

3.1 SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined scope of work and any extensions or renewals, as part of a multi-year contract.

SECTION 4 - INSTRUCTIONS TO PROPOSERS

ACCEPTANCE PERIOD

Proposals and subsequent offers shall be valid for a period of ninety (90) days after submittal to NCRTD.

4.1 PROPOSER COMMUNICATIONS AND REQUEST

a. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Purchasing agent. Proposers and their representatives shall not make any contact with or communicate with any members of NCRTD, or its employees and proposers, other than the Purchasing agent concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of NCRTD other than the Purchasing agent.

b. At any time during this procurement up to the time specified, proposer's may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified tasks. Such written requests shall be made to the Purchasing agent. The proposer making the request shall be responsible for its proper delivery to NCRTD. NCRTD will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the NCRTD in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee, or agent of the NCRTD shall be binding on NCRTD

c. The proposer's Request for Clarifications must be received by the date indicated in the Solicitation Schedule located in this RFP**.**

d. If it should appear to a prospective proposer that the Scope of Services, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the proposer shall submit a written request for clarification to the NCRTD within the time period specified.

4.2 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

a. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.

b. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by NCRTD. All deviations found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the proposer receiving a less favorable evaluation than without the deviation.

4.3 REQUIREMENTS FOR RFP RESPONSE

Proposers shall submit one (1) original-unbound and four (4) bound copies of their proposal that must include the following:

a. Letter of Transmittal

The Letter of Transmittal shall be addressed to Anthony J. Mortillaro, Executive Director and must, at a minimum, contain the following:

1. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.

2. Acknowledgment of RFP addenda, if any. An “Addenda” form is included in the Required Forms and Certifications section of this RFP.

3. Name, title and contact information for vendor representative who will be the point of contact on all issues regarding this RFP.

4. A statement to the effect the proposal shall remain valid for a period of not less than 90 days from the date of submittal or Proposal due date, whichever is later.

5. Signature of person authorized to bind the offering firm to the terms of the proposal.

b. Qualifications and References

1. Proposer shall provide a description of their qualifications and resources available. This description should include relevant education, licensure and related previous experience. This section also must detail three client references, including the name of the organization, a description of the work performed and contact information. The proposer must provide, at a minimum, the name of the local account executive that will be responsible for the day-to- day administration of the account.

2. Qualifications and capabilities of the staff to be assigned to NCRTD's contract including licenses, certifications, and years of experience.

c. Experience and Capacity

1. Provide a minimum of three clients, preferably public transit or governmental agencies, that the firm has provided services similar to NCRTD's requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on the project.

2. Discussion and evidence of successful Advertising Services Plans that proposer has developed. Proposer must state what measurements it used to determine that the Advertising Service Plans have been successful.

d. Understanding of major work elements and project

1. This section shall clearly convey that the consultant understands the nature of the solicitation, and issues related to providing transit advertising services for the District.

e. Revenue Sharing

1. This component will identify the estimated annual level of revenue generated for NCRTD based on current market values. Proposers shall clearly state the amount of the estimated annual revenue. Revenue sharing shall include the proposed percentage of revenue to be generated and allocated to both the Proposer and the NCRTD. A minimum annual guarantee is required for this solicitation.
2. Budget proposals must include estimated printing and production costs for interior bus signs, bus wraps and billboards. Proposer must submit the proposed rate card that includes each of these types of advertisement.
3. All proposals must contain a detailed cost analysis in the budget. Information which will substantiate an agency's ability to control costs will be considered by the Evaluation Committee.
4. Proposer shall include a payment schedule, and if deemed necessary, a compensation or fee for the mobilization period. The "mobilization period" is defined as the initial period of the contract commencing with the first day of

contract award and lasting 180 calendar days in which the contractor requires compensation or a fee in order to establish a clientele for advertising sales.

f. Advertising Campaign

1. This component will measure each agency's campaign with regard to competitive advantage achieved through creative ideas. Provide examples of advertising design on interior and exterior ads for buses and ads for bus shelters and stations. The information presented in the proposal is an indication of what may be expected from each agency. Note: although some ideas may be very creative, they may not be suitable for public transportation advertising.

4.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of any part of a proposal already received will be accepted by NCRTD only if the modification is received prior to the Proposal Due Date.

A proposer may withdraw the entire proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the proposer's authorized representative. After the proposed Due Date, a proposal may be withdrawn only if NCRTD fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a proposer to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a proposer as a means to submit a late proposal and, as such, will not alter NCRTD's right to reject a late proposal.

4.5 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

a. General Information

1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to the NCRTD's right to reject any or all proposals, the proposer will be selected whose proposal is found to be most advantageous to NCRTD, based upon consideration of the criteria. During the initial review of proposals, NCRTD reserves the right to request clarification of minor issues from any proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

2. NCRTD will consider all the material submitted by the proposer and related evidence NCRTD may obtain to determine whether the proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so

that the evaluation team may adequately understand all aspects of the proposal.

3. Proposer's shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by NCRTD. Refusal to provide requested information may cause the proposal to be rejected.

4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation team will employ those evaluation criteria set forth in this RFP or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.

5. NCRTD reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. NCRTD also reserves the right to make an award without discussions or requesting Best and Final Offers.

6. After reviewing Proposals, NCRTD has the right to invite none, one, or more proposers to make a presentation and be interviewed at NCRTD offices. The decision to invite none, one, or more proposers to make a presentation and be interviewed will be at NCRTD's sole discretion and not open to negotiation with proposers who are, or are not, invited to present their Proposals and be interviewed. Not all proposers may be invited. Proposers who are invited to make a presentation and be interviewed do so at their own expense and are not guaranteed award of a Contract. NCRTD will not reimburse any expenses incurred by a proposer.

7. Proposers making presentations are solely responsible for communicating their ideas, solutions, strengths, etc. within the time limit provided for their presentation and interview. NCRTD is not responsible for communication the proposer fails to provide within the time limit allowed. Proposers will be made aware of the time limit when a presentation and interview are scheduled.

8. While NCRTD may make available the audio-visual equipment it has available on site for proposers to use during their presentation and interviews, NCRTD is not responsible for equipment failures or power outages, and will not be obligated to schedule another presentation or interview for the proposer should equipment failures or power outages affect the proposers presentations and interviews. Proposers are welcome to bring their own equipment as appropriate.

9. It is the responsibility of the proposer to submit a clear and complete Proposal. Proposers must not assume that they will have another opportunity (presentation, interview or otherwise) to clarify or further discuss their capabilities/qualifications beyond the Proposal they submit.

b. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other NCRTD officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

c. Evaluation Criteria

The selection of a successful proposer will be based on the following criteria:

1. Quality and approach of proposal:

   a. Proven experience of firm
   b. Proven experience of staff proposed to work on this project
   c. Understanding of objectives
   d. Methodology and procedures
   e. Work plan/schedules/time lines

2. Revenue sharing offer, cost and/or fees;

3. Organizational, personnel and resources:

   a. Organization and management
   b. Experience and qualifications of proposed staff

4. Conformance to Requirements and Specification: The degree to which the proposer and content of the proposal meet the requirements of the RFP.

d. Evaluation Procedures

1. NCRTD may conduct at its sole discretion discussions with all proposers. The extent of discussions/demonstrations will vary with the nature and the quality of the proposals. The basic purposes of the discussions are to review any shortcomings or deficiencies in the proposal, to discuss any listed deviations or exceptions, to clarify any information or questions the evaluation team may have concerning the proposal.

2. Evaluations will be made in accordance with all of the evaluation criteria and procedures. NCRTD will select for any award the highest ranked proposal from a responsible, qualified proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to NCRTD based on consideration of the Evaluation Criteria.

e. Confidentiality of Proposals

1. Access to government records is governed by State of New Mexico law.

Except as otherwise required by State Statutes, the NCRTD will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

2. The proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

3. Upon a request for records from a third party regarding this proposal, NCRTD will notify in writing the party involved. The involved proposer shall indemnify NCRTD's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

4. NCRTD shall employ sound business practices no less diligent than those used for NCRTD's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by proposer's and the proposer pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of New Mexico laws against disclosure of such information and material to third parties except as permitted by the Contract. The proposer shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by NCRTD in its sole discretion, bears appropriate notice relating to its confidential character.

4.6 RESPONSE TO PROPOSALS

a. Notice of Award : The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

b. Notice to Unsuccessful Proposers: NCRTD will inform unsuccessful proposers who were within the competitive range at the time negotiations closed of the following information:

1. The number of prospective proposers solicited by the NCRTD;
2. The number of proposals NCRTD received; and
3. The name of the successful proposer.

NCRTD will try to give the notice under this paragraph promptly after contract award. NCRTD's failure to give that notice shall not be deemed to affect the validity of the contract.

c. Acceptance/Rejection of Proposals

1. NCRTD reserves the right to reject any or all proposals for any reason it deems valid at its sole discretion, to undertake discussions with one or more proposers, and to accept that proposal or modified proposal which, in its judgment will be most advantageous to NCRTD, price and other evaluation criteria considered. NCRTD reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. NCRTD reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other proposer's.

2. If there is any evidence indicating that two or more Proposer's are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposer's shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by NCRTD.

3. NCRTD may reject a proposal that includes unacceptable deviations.

d. Single Proposal Response

If only one proposal is received and it is found by NCRTD to be acceptable, a detailed revenue sharing proposal, including price/costs the proposer incurs, may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for NCRTD of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate NCRTD to accept such a single proposal; and NCRTD may reject such proposal at its sole discretion.

e. Cancellation of Procurement

NCRTD reserves the right to cancel the procurement, for any reason at its sole discretion, at any time before the Contract is fully approved and executed on behalf of NCRTD. NCRTD will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

SECTION 5 - SPECIAL PROVISIONS

CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections of the RFP take precedence.

5.1 MODIFICATION TO CONTRACT

a. Written Change Orders

Oral change orders are not permitted. No change in the contract shall be made unless NCRTD gives prior written approval. The Proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by NCRTD. A properly executed change order takes precedence over previous executed contract provisions.

b. Change Order Procedure

Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Proposer shall submit to NCRTD a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and NCRTD. At this time, a detailed modification shall be executed in writing by both parties.

5.2 TERM OF CONTRACT AND RENEWAL

a. The Contract will be for the creation and submission of Deliverables as specified in this RFP. All Deliverables must be accepted by NCRTD to be deemed to meet the requirements of the RFP and resulting contract. Upon pre-award approval by the NCRTD Board of Directors, NCRTD will issue a One (1) year Contract with the ability to renew annually for an additional three years, though not to exceed four years in total. Upon Award, the Proposer will begin work and maintain a schedule set

forth in the Time Line presented in their Proposal and agreed upon by NCRTD.

b. Change Orders to extend the term of the Contract may be made by NCRTD.

5.3 RESERVED RIGHTS OF NCRTD IN SOLICITATION PROCESS

In addition to all other rights of NCRTD under New Mexico and Federal law, NCRTD reserves the following:

a. NCRTD reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. NCRTD reserves the right to select the proposal that it believes will serve the best interest of NCRTD.

c. NCRTD reserves the right to reject any and all proposals.

d. NCRTD reserves the right to remedy or waive technical or immaterial errors in the RFP.

e. NCRTD reserves the right to request any necessary clarifications or proposal data without changing the terms.

f. NCRTD reserves the right to make selection of the proposer to perform the services required based on the original proposals without negotiations.

g. NCRTD reserves the right to make all final determination as to whether the services and scope of service have been satisfactorily completed.

5.4 PROTEST PROCEDURES

a. General Procedures

1. Any proposer or proposer whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with NCRTD pursuant to the protest procedures attached hereto as Exhibit # B prior to filing any protest, claim or dispute with the NCRTD.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with NCRTD directed to the Executive Director 1327 North Riverside Drive, Espanola, New Mexico 87532. Failure To Comply With Any Of The Requirements May Result In Rejection Of The Protest.

REQUIRED FORMS AND CERTIFICATIONS

ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. , Dated _____

Addendum No. , Dated _____

Addendum No. , Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

_____

(Name of Individual, Partnership or Corporation)

_____

(Address)

_____

(Authorized Signature)

_____

(Date)

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: _____

Printed Name: _____

_____Title:_____

Date: _____Telephone: _____

For (Company): _____

Address:

_____

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3. That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the proposals; and,

4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this _____ day of _____ , 2012

Notary Public

My commission expires _____,

Proposers E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)

APPENDIX 1

REQUESTS FOR PROPOSALS

DETAILED SCOPE OF SERVICES and ADVERTISING GUIDELINES

Detailed Scope of Services:

1. Program Tasks: The advertising services shall consist of the design, sale, placement, management, installation, maintenance, and removal of all advertising materials. All services necessary to conduct a revenue-producing advertising program for the NCRTD shall be provided in a reputable manner to ensure the highest quality. Contractor shall obtain approval from NCRTD before placing any advertising on facilities or equipment.

2. Advertising media: All advertising produced by the contractor are subject to the approval of the NCRTD prior to placement. The NCRTD reserves the right to accept or reject proposed advertisements. Placement of commercial advertising on facilities, equipment and property may be accomplished by means of panels, vinyl wraps or signs. Any exterior vinyl wraps will need the approval of the NCRTD before the Contractor signs an external sales agreement. All advertisements must not compromise the integrity of the NCRTD brand. Recognizing that "The Blue Bus" is a critical component of NCRTD branding, requests for bus wraps will be reviewed to insure that element of the bus' identity is not overtaken. Wrapping will be limited to the middle sides of the buses and the Public Information Officer and NCRTD will ascertain the number of vehicles in the fleet that can be wrapped at any one time

3. Rates: The Contractor agrees to charge advertisers in accordance with the rate cards negotiated and approved in advance by the NCRTD. The Contractor shall neither deviate from the rate card nor offer any discounts other than those printed on the rate card. Any changes to said rates shall be approved by NCRTD in advance and shall be submitted for NCRTD approval at least thirty calendar days prior to the proposed effective date.

4. Reserved rights to advertising space: NCRTD reserves exclusive rights to unsold advertising space of facilities, equipment and property which could be used by NCRTD to advertise events or promotions.

5. Advertising contracts: The Contractor shall seek out, negotiate and enter into contracts with advertisers. Within thirty calendar days of signing a contract with an advertiser, the Contractor shall provide NCRTD copies of the

signed advertiser contracts. NCRTD shall have final approval over any contract proposed by the Contractor with advertisers.

6. Restrictions on production: Advertisers are not required to use the production services of the Contractor for the production of advertising. The Contractor shall notify all advertisers that they are free to utilize the services of any company to produce their advertising as long as NCRTD's advertising guidelines specified herein are met.

7. Contractor responsible for all costs: NCRTD shall not be obligated to pay for production of any services provided hereunder or pay for any other costs incurred by the Contractor in the operation of the advertising program.

8. Installation, maintenance, and removal of advertising: The Contractor shall be responsible for installation, maintenance, and removal of all advertisements on facilities, equipment and property and shall remove all ads within five calendar days after the ads have expired or have become obsolete, unless approved in advance by the NCRTD to remain longer.

9. Times of ad installation or removal: The Contractor or Contractor's designee shall install and remove interior and exterior ads on facilities, equipment or property between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

10. 0utdoor Workspace: NCRTD shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining, or removing advertising media on the facilities and equipment.

11. New frames: Frames may be used to install advertising media on facilities and equipment. The contractor shall purchase said frames which must be approved by NCRTD in advance. At the end of the contract period, said frames shall become the sole property of NCRTD.

12. No guarantee for particular routes: When soliciting an advertising contract, the Contractor shall notify the potential advertiser that NCRTD does not guarantee the specific advertisement placement on any facility, equipment or property for any particular route or in any particular service.

13. Adherence to law and policies: Services shall comply strictly with all applicable laws and statutes of the United States, the State of New Mexico, and City/County ordinances, regulations and advertising policy.

14. Disclaimer statement: Advertisements that express an opinion or point of view are to contain in large, clear, and visible type the statement "No NCRTD Endorsement Implied." NCRTD shall specify or approve the size, placement, and color of this statement prior to production or placement of such advertisements.

15. Graffiti removal: The Contractor is responsible for removal of any graffiti tagged on advertising media installed on facilities, equipment and property. NCRTD will notify Contractor of each occurrence. Graffiti removal must occur within forty-eight hours of discovery. Failure to comply with this requirement may result in cancellation of the contract.

16. UV Protected: The contractor shall be required to ensure that all advertising media installed on facilities, equipment and property withstand the sun without fading and maintain a professional appearance throughout the duration of their showing. The Contractor will be responsible for replacing any signage deemed unacceptable by NCRTD, other than signage showing deterioration from normal wear and tear, within five calendar days at no cost to NCRTD.

17. Liability: The Contractor shall acknowledge full liability and responsibility for any claim for damages resulting from the services performed under this agreement. The Contractor shall assume full liability and responsibility for any damages resulting to facilities and equipment when panels, wraps or pressure sensitive vinyl advertising is removed. Any damage of facility, equipment or property occurring during the performance of the duties specified in the contract shall be the sole responsibility of the Contractor. Repair of such damage, including but not limited to, repainting and resurfacing, will be required of the Contractor within thirty calendar days of written notification by NCRTD.

18. Project meetings: The Contractor shall meet upon request with NCRTD for regularly scheduled meetings as determined by the NCRTD. Contractor shall be available at mutually agreeable times and intervals to plan tasks, to review progress and to fully integrate and coordinate contractor services with NCRTD activities.

19. Public information: NCRTD agrees to make available to the Contractor at no charge, public information which may include background information, schedules, ridership data and other pertinent information available for the purpose of providing advertising content.

20. Activity report: A report on the effectiveness of the advertisement sales efforts shall be submitted to NCRTD on a monthly basis. The report shall include a copy of all contracts and must indicate revenues generated, percentage increase/decrease sold from the previous month/year, a detailed list of sales calls and leads, and other payment/expense and financial data as determined by the NCRTD.

21. Contract termination requirement: Following termination of contract, the Contractor shall leave the advertising space on facilities and equipment in the same condition as it existed at the beginning of the contract, allowing for reasonable wear and tear, as determined at the sole discretion of NCRTD. This requirement may be waived by NCRTD if requested in writing in advance in order to allow for completion of an advertising cycle or other conditions NCRTD determines may warrant such waiver.

Advertising Guidelines:

(See "5.0 Non-Permissible Advertising" in the following NCRTD Advertising Policy, attached as Appendix 2)

APPENDIX 2

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

ADVERTISING POLICY

1.0 PURPOSE

1.1 To generate revenues to support the promotional activities offered by the North Central Regional Transit District (NCRTD), which may offer space on NCRTD-owned, controlled or managed property, as permitted by law, for local, regional, and national advertising opportunities.

1.2 This policy specifically addresses cash revenue-generating advertising opportunities on NCRTD-managed properties, consisting of: (1) print advertising on the exterior of NCRTD buses; (2) print advertising displayed on bus shelters in the District's service area; (3) print advertising on the interior of buses; and (4) limited advertising on the exterior of buses in the form of a wrap. This Advertising Policy (Policy) shall apply to the sale of all advertising on all Transit property owned and/or managed by the District.

1.3 All advertising shall be subject to this uniform, viewpoint-neutral Policy so as to avoid to the maximum extent possible, the need for case-by-case interpretation and application of the Policy. By not allowing Non-Permissible Advertising, outlined in Section 6, NCRTD can: (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference with or disruption of the transit systems; and (b) maintain an image of neutrality on political, religious or other issues that are not the subject of commercial advertising and can be the subject of public debate.

2.0 DEFINITIONS

2.1 "Advertising" means the purchase of space on NCRTD property to propose a commercial transaction for good or services.

2.2 "Compensation" means financial compensation paid to the NCRTD including but not limited to a lump sum, per-unit, or percentage of the amount received from sale of goods or services.

2.3 "District" refers to NCRTD operating entities that may include several "Cities/Counties" that share similar elements in their service functions; an example of a District would be the NCRTD membership.

2.4 "Property" may include NCRTD-owned, controlled or managed vehicles, equipment, shelters, signs, facilities, structures and buildings.

3.0 POLICY

3.1 The Public information Officer or Designee may seek designation of space as appropriate and available on NCRTD-managed property under his or her management for advertising and the value of the space.

3.2 A request for such a designation will be forwarded to the Executive Director for approval.

3.3 When the Executive Director approves the designation of space as appropriate and available on NCRTD-managed property for advertising, the Public Information Officer and the Executive Director will determine the optimal method for implementing an advertising program. It is anticipated that in most cases, management of advertising programs will be accomplished by entering into agreements with a private advertising sales contractor. This does not preclude the option of managing an advertising program in-house.

3.4 Agreements and contracts for an advertising sales contractor and commissions must follow the District's Procurement Policy.

3.5 This policy does not require that the NCRTD grant all requests to permit advertising on any NCRTD-managed property.

3.6 Recognizing that "The Blue Bus" is a critical component of NCRTD branding, requests for bus wraps will be reviewed to insure that element of the bus' identity is not overtaken. Wrapping will be limited to the middle sides of the buses and the Public Information Officer and Executive Director will ascertain the number of vehicles in the fleet that may be wrapped at any one time.

3.7 All advertisements must clearly and unambiguously identify the person or entity that has sponsored, paid for, or caused the advertisement or announcement to be placed. Website addresses or phone numbers without more information are insufficient to satisfy this section.

3.8 RTD will adhere to all local ordinances and signage codes for advertising on any of its fixed properties.

4.0 ADVERTISING CONTENT

4.1 The subject matter of all advertising shall be limited to speech which proposes solely a commercial transaction for goods and services. The advertisements must contain only expressions related to the economic interest of the advertiser and its audience.

4.2 If the advertising program permits, specific opportunities for non-commercial advertising, such as making available a stated percentage of space for public service announcements (PSAs , that advertising shall not contain offers to purchase any item or service. Upon the District's request, non-profit entities must document their tax-exempt status before qualifying for any PSA opportunities. If the non-profit agency offers items or services available for purchase, the standard advertising rates would apply.

4.3 Advertising and marketing opportunities and associated agreements must conform to these requirements:

4.3.1 Opportunities for external parties to participate in commercial advertising will be fair and neutral. No single business, enterprise or entity shall be given preferential treatment with the sole exception of the NCRTD itself and its constituent public entity members who may, in the sole discretion of the NCRTD be given preferential treatment.

4.3.2 Advertising agreements shall comply with applicable federal, state, and local laws and ordinances.

4.3.3 Advertisers shall refrain from advertising practices that are offensive or objectionable to the public and shall abide by federal, state, and local laws/ordinances.

4.3.4 Advertisements cannot promote a commercial transaction that is expressly prohibited by federal, state or local law or regulations. (addressed below)

4.3.5 Advertisers' promotional materials and/or claims may not include false, misleading, or deceptive claims.

4.3.6 The NCRTD retains the right to control placement, content, appearance, and wording of advertising messages.

5.0 NON-PERMISSIBLE ADVERTISING

5.1 In general, advertising shall not be accepted for advertisements:

5.1.1 Promoting tobacco-related products, including depicting the sale or use of tobacco.

5.1.2 Promoting alcohol-related products, including promoting or depicting the sale or consumption of alcohol.

5.1.3 Containing nudity, or sexual content in the ad,. This includes prurient sexual suggestiveness that describes, depicts, or represents sexual activities or aspects of the human anatomy.

5.1.4 Promoting gaming/gambling. However, promotion of, resorts and associated hotels will be permitted whether or not they are affiliated with gaming and gambling facilities so long as the advertising does not contain reference to gaming or gambling activities and facilities.

5.1.5 Promoting weapons/firearms, where the advertisement or any material contained in it, directly or indirectly promotes the sale or use of a firearm or contains an image or depiction of a firearm.

5.1.6 Depicting violence, including any images or descriptions of graphic violence, such as (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.

5.1.7 Regarding religion, which is defined as any advertisement that contains direct references to religion, or to any religion, or to any deity or deities, or to any religious creed, the existence, nonexistence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenant, cause or issue relating (including opposing or questioning) any religion. This prohibition shall include the depiction of any commonly associated text, symbols, or images associated with such religions. This prohibition does not extend to the use of symbols integrated into the elements of a commercial enterprise's logo, the architecture of buildings, or other symbols or images of historical places or figures where the images are a component of an established business or attraction and are not a promotion of a religion or religious activity.

5.1.8 Regarding political activities, which are defined as advertisements that contain political speech referring to a particular ballot question, initiative, petition, referendum, candidate, or political party or viewpoint, or expresses or advocates opinions or positions upon any of the foregoing. This prohibition includes any advertisement referring to or depicting a candidate for public office in any context.

5.1.9 Regarding adult-oriented entertainment goods or services involving sexual activities such as advertisements that promote or encourage, or appear to promote or encourage adult entertainment establishments, adult telephone services, internet sites and escort services.

5.1.10 Containing demeaning or disparaging content such as advertising that includes language, pictures or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic, background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.

5.1.11 Containing profanity, vulgarity, or inflammatory language including any material that may inflame emotions, cause a riot, or other imminent threat to public safety, peace or order.

5.1.12 Implying the NCRTD's endorsement of any product, service, company or person.

6.0 EARNED REVENUE AND BUDGET PROCESS

6.1 Revenue from advertisements and commissions shall generally be reflected as revenue for the NCRTD's marketing and advertising budget unless otherwise directed by the NCRTD Board. Only guaranteed advertising revenues such as the revenue commitments in a multi-year advertising agreement should be included in the fiscal year budget although the staff should disclose any potential revenue or potential shortfall in revenue when the information is available and reliable.

6.2 Prior to a mid-year budget adjustment, advertising revenue projections will be assessed and, if necessary, a Budget Adjustment Request (BAR) will be initiated to address any projected increase or decrease in revenue.

6.3 Advertising revenues shall generally be considered additional revenues for the NCRTD's marketing and advertising budget. The NCRTD's approved budget should not be decreased by the amount of advertising revenues unless expressly required by the NCRTD Board.